

AFFAIRS OF THE RAILWAYS.

Must Not Discriminate on Account of Race.

WASHINGTON, May 10.—On the 10th of April last, the Interstate-commerce Commission heard the complaint of William H. Heard, colored, vs. The Georgia Railroad Company. The charges involved in the complaint were that in traveling over the defendant's road from Augusta to Atlanta, the petitioner was compelled to accept second class accommodations, being obliged to occupy a compartment car, although he had purchased a ticket which guaranteed him first-class accommodations. The commission, in an opinion by Mr. Bragg, rendered to-day, holds as follows:

1.—It is a lawful duty that a carrier, like the defendant, owes to the traveling public in carrying out the rule for furnishing separate cars to white and colored passengers on its line engaged in interstate travel, the same uniform accommodation and equipment, without any discrimination.

2.—It is a lawful duty that a carrier, like the defendant, owes to the traveling public engaged in interstate travel over its line to afford the equal protection of the law to all such passengers, without regard to race, color, or sex, against undue prejudice and disadvantage from disorderly conduct on the part of other passengers or persons.

3.—On the facts in this proceeding, held: That the defendant violated its duty in executing of the foregoing respects as against petitioner.

The Senate Investigation.

NEW YORK, May 10.—After listening to the views of railroad presidents for the past four days, the Senate committee which is investigating the workings of the interstate-commerce law, at the Fifth-avenue hotel, this morning settled itself to hear the opinions of some representative business men of this city. Among those examined were President Charles S. Smith, of the Chamber of Commerce; J. H. Herriek, chairman of the interstate committee of the Produce Exchange; and J. D. Kierman, a variety of views were expressed on the export trade, peeling, canal and lake rates, and the necessity of subsidized steamship lines to successfully compete with England, France and Germany in carrying and building up new business with foreign countries. The next session of the committee will be held at Boston, July 5.

Cutting Rates on Grain.

CHICAGO, May 10.—The irrepressible conflict between the railroads and the Erie canal begins early this season. The first road to enter the field is the Erie. It has cut the local rate on corn from Buffalo to New York, 7.25 cents a bushel (13 cents per 100 pounds) to 5.5 cents a bushel, free of Buffalo charges. This rate has already been given to at least two Chicago shippers. The reduction makes the rate on corn from Chicago to New York by lake and rail 7.15 cents, as against the lake and canal rate of 6.12 cents. The regular lake and rail rate has been cut down by the recent drop in lake freights to 7.34 cents a bushel.

The C. & A. to Go Into the Hands of a Receiver Again.

The legal firm of Winter, Baker & Daniels are drawing up the papers to bring before Judge Gresham, asking that the Chicago & Atlantic railroad again be placed in the hands of a receiver. The Central Trust Company, of New York, and V. T. Malott, of this city, trustees for the bondholders, will make application in behalf of all the first-mortgage bondholders, and a very respectable number of the second mortgage bondholders. While the default in interest is the reason assigned for the action, the real cause is that an appeal has been granted certain bondholders on a recent decision of the United States District Court, which, if allowed to take its course, would delay the reorganization of the company possibly three or four years. Every question brought before the United States District Court by the first-mortgage bondholders has been decided in their favor, and the appeals and writs divisions were only taken, it is said, to delay the reorganization, certain parties thinking that, under the proposed plan, they were not to get their rights. Therefore, the road is in the hands of a receiver will enable the first-mortgage bondholders to move with promptness to a foreclosure sale of the road. Under the proposed plan of reorganization there was to be a new issue of bonds to the amount of \$12,000,000, bearing 4 percent interest the first five years and 5 percent thereafter. The new bonds were to be gold and guaranteed by the New York, Lake Erie & Western Railroad Company. There is also to be issued \$10,000,000 5 percent, non-cumulative bonds. There seems to be but little doubt as to Judge Gresham appointing a receiver on the application. The first-mortgage bondholders express no choice as to whom the judge will appoint.

Personal, Local and State Notes.

The examining board of the Bee-line in the city yesterday, and examining four men for the position of train-dispatchers.

It is understood that, on June 1, President Bailey, of the Kansas Southern road, will retire and be succeeded by James A. Blair.

Increases in earnings with the railroads need not be looked for this month, as rates were relatively well sustained in May, and traffic was more abundant than it is this year.

The track-layers on the American Midland road are now laying their track east of Findlay, O. They will need to push matters lively to reach Fort Wayne with the track by July 4.

Charles Neilson, general superintendent of the Cincinnati, Hamilton & Dayton lines, proposes to operate the road this year on 12 percent of its net earnings and fully maintain the property.

Commencing with Monday next, the train which arrives here over the Lake Erie & Western road at 8:30 P. M., will arrive at 8:40 P. M. in season to connect with the four Eastern trains out of here at 3 P. M.

The trouble between the contractors and the parties who are behind the project to build the Owensboro, Vincennes & Oakland road, has been adjusted, and it is thought the line will be built as first projected.

A railroad attorney said yesterday that the question would soon need be answered whether a new road must be kept running at public expense whether it is worth it or not. The strong lines are rapidly forcing this issue, he said.

The decrease in earnings of the Chicago & Eastern Illinois road of late is wholly due to the trouble at the Clay county mines, which has reduced their coal traffic. Other features of the business compare favorably with last year.

At a meeting to be held in Chicago next week the question of making a general reduction in iron and coal rates in Ohio, Indiana, Illinois and Michigan will be considered. The tendency is to lower rates on both of these products.

Another effort is making to bring about a reduction on east-bound rates on several classes of freight, with the hope of giving more life to business. A majority of the Western roads favor a reduction, but the trunk lines, with one exception, oppose it.

All the big railroad magnates who have appeared before the senatorial committee favor legalized pools, and, if necessary, that they be put under government supervision. Not one asks for the repeal of the interstate law, but rather wants its scope widened.

Ticket agents have been notified that the latter part of this month both the Union Pacific and the Chicago & North Western will commence making the run between Chicago and Denver in thirty-two hours, which is four hours quicker than the present time of their fast trains.

The Pennsylvania Railroad Company is still engaged in reducing the curves on the line between Pittsburgh and New York. Within the last ten years, by straightening curves, the line has been shortened several miles, and those now planned to be straightened will shorten the main line fully two miles.

W. C. Irwin, chief engineer of the Bee-line, is in the city. The physical condition of the property is such as to be very creditable to him and his assistants. Expert engineers who have recently been over the I.

& St. L. division speak of it as being a track over which it is perfectly safe to run an engine at its highest speed.

There seems to be but little doubt that the Allegheny Valley road is to pass under control of the Pennsylvania Company through a foreclosure on the first-mortgage bonds, this company holding a majority of them. At any rate, the Pennsylvania Company has made enough of its securities to dictate the plan of reorganization.

Passengers who leave Indianapolis at 3:55 A. M. on either the C. I., St. L. & C. or the H. & D. reach Cincinnati in season to catch the new limited train which leaves Baltimore & Ohio puts on Sunday. This train leaves Cincinnati at 7:45 A. M., reaches Washington at 3:40 next morning, Baltimore at 4:40 A. M., and New York at 10:40 A. M.

The overtures of President Adams, of the Union Pacific, to the Northern Pacific people, are said to be received in a friendly spirit. The two companies, in fact, throughout the night, have been in the position of the boys, one of whom was afraid of the other, "dissent." The proposition of Mr. Adams is that all branch lines shall be open to joint use, and that unnecessary building shall be avoided.

The announcement that C. W. Smith, who is well known in the Indianapolis railroad circles, would retire from the presidency of the Atchison, Topeka & Santa Fe company on June 1, was much of a surprise. Mr. Smith, however, is but following out his intention. He has been in constant service nearly thirty years, his wife is in poor health, and his intention is to take an extended health-seeking trip.

The differential allowed the Chesapeake & Ohio road on New York business is as high as 10 cents on first-class freight, running down to 3 cents per 100 pounds on sixth class. It would seem that with such differentials the line should get considerable business, now that its connection with the Erie is completed and it has joined the Erie line Association. So far, however, this year, the road has just been able to hold its own.

There is some complaint among shippers that the inspectors of freight for the Central Traffic Association are over-zealous and make unnecessary trouble often. There is such a thing as carrying this business so far as to make enemies of honest shippers. For instance, if a dry-goods painter in a box, which goes as third-class, and in one corner places two or three bottles of chemicals, the inspector orders the shipment to be billed on first-class rates, although the paint weighs 200 pounds and the chemicals two pounds. A little judgment would be exercised in such cases.

The stockholders of the Louisville, Evansville & St. Louis road, at their annual meeting, on Thursday, elected the following board of directors: C. C. Baldwin, John Stillman, William Heiman, D. J. Mackey, Samuel Bayard, J. E. Jelch, J. Cummings, St. John Boyle, Robert Bell, W. W. Scott and Bluford Wilson. They were elected as officers: President, C. C. Baldwin; Vice-President, J. E. Jelch; Secretary, D. J. Mackey; Treasurer, G. F. Evans; General manager, W. J. Lewis; secretary and treasurer, A. P. Humphrey; general counsel, All of the officers, that of secretary and treasurer excepted, are to be removed to Evansville.

The movements of the Canadian Pacific road are causing a good deal of anxiety.

especially in establishing the route from Chicago to the seaboard. Traffic Manager Olds is now in Chicago arranging so to do. The details of the new route connect a lake line to Saint Stephen, and thence to Montreal via the Canadian Pacific. Mr. Olds says that the line will be in running order by June 1. The interstate commission has decided that it has no jurisdiction over water lines connecting with foreign roads, and consequently the new route from Chicago will be entirely out of its jurisdiction. It is, however, a route which can enter at pleasure, and will likely secure a good deal of business by so doing.

A DAY IN THE COURTS.

Speedy Settlement of a Question Concerning a Deed from the State.

Norman W. and George E. Dodge, of New York, began mandamus proceedings yesterday, through their agent, Allen E. Sexton, against Governor Hovey, to have him make a deed to plaintiffs. The history back of the dispute is a reflection on the management of the affairs of the State in regard to its land possessions. In 1888, Michael J. Bright was the agent for Indiana lands in Georgia, which had been secured through a mortgage from the Georgia Lumber Company as security for money received from the Bank of Rochester, of New York. This mortgage covered 300,000 acres of land below Macon, on the East Tennessee railroad, the original deed being for \$300,000. Of this \$300,000 was paid by a balance of \$240,000, Indiana got absolute title to the land, for in September, 1882, the Georgia Lumber Company made out the deed conveying it to the State. Under the deed, the legislature of 1889 the land was sold to Martin R. Green, of Switzerland county, and the governor, Paris J. Dunning, was authorized to make the proper conveyance to the purchaser. According to his instruction Governor Dunning sold the entire 300,000 acres to Green for the trifling sum of \$1,000, but through some oversight the deed was never acknowledged.

In 1881 the Legislature confirmed the transfer, and in subsequent years Green sold the land to various parties, finally drifted around to the Dodges, who are now cutting timber from it. They, however, are being bothered with squatters, who dispute their rights, and the Dodges, in consequence, have been kept in constant litigation in the Georgia courts. According to the laws of that State, no deed can be admitted to court as evidence unless it has been duly and legally acknowledged. For this reason resort only to a mandamus was possible, and yesterday the work was accomplished in short notice. Peelle and Taylor appeared for the Dodges, and Attorney-General Michener for the State. Governor Hovey, in his answer, waived the service of the process, and also the alternative writ prayed for by the plaintiffs. He could have waived the matter without going to the printer, but he informed the agent for the Dods that he preferred to be backed by an order of the court. Judge Howell ruled in favor of the Dods, and the matter was settled.

Arraigned on Indictments.

The following, indicted by the grand jury, were arraigned yesterday in the Criminal Court and pleaded not guilty: Kate Hensley, Maria Spruce, James Mullery and Jordan Booker, grand larceny; Thomas Watson, Albert Brackley and John E. Pettit larceny. The following entered pleas of guilty: John Parsons, grand larceny; Henry Jeff, petit larceny; James Hickey, assault and battery; Abe Kussell and John Price, burglary.

Objects to His Killing.

Catharine Mikels yesterday filed a complaint for divorce from James Mikels to whom she was married in March, 1884. She claims that in October, 1888, he abandoned her without providing for her support, and that he has on several occasions treated her with great cruelty. Her complaint closes with a decided objection on her part to her husband's conduct, who, she says, evinces a great desire to kill her own wife.

Another Wire-Fence Suit.

The Washburn & Moen Manufacturing Company yesterday entered suit in the United States Court against Oliver P. Morgan and others, of Fort Wayne, for infringement of a patent on a wire fence. In the complaint the court is asked to enjoin the defendants and to assess such damages as may be deemed just and proper.

Supreme Court Rules.

The Supreme Court has adopted a code of rules, which has been prepared by Chief-justice Elliott. The rules are to take effect on the first day of the May term, 1889. They are now in the hands of the printer, and will be ready for delivery to attorneys in a few days. Important changes and some additions have been made.

Breach of Promise Suit.

Nellie J. James yesterday filed suit against David M. Isgrigg for violating a promise to marry, claiming \$5,000 damages. She claims that on Aug. 11, 1886, Isgrigg agreed to marry her, but that he has since refused to live up to the agreement.

John Clements Acquitted.

After sixteen hours' deliberation the jury in the Clements case returned a verdict of

acquittal. Mr. Clements at once filed suit against his wife, Fannie Clements, for a divorce, on the grounds of infidelity. They were married in July, 1888.

The Court Record.

SUPERIOR COURT.

1478. Samuel Simons, administrator, vs. Anna Bush, trustee, et al. C. Affirmed. Olds, J.—It is proper in an action for seduction to allege and prove the plaintiff's seduction to the wrong by the defendant, and is proper to be considered in the assessment of damages sustained by the injured party. 2. In an action to set aside a fraudulent conveyance of real estate made by a decedent the court has authority to order the sale of the real estate by the administrator, but it has no authority to order the proceeds to be applied in payment of one judgment creditor to the exclusion of others. There was no motion to modify the judgment in this case in that respect, and there is no error in the record.

1528. Douglas Maguire et al. vs. George P. Bissell, trustee, et al. C. Affirmed. Olds, J.—When a wife conveys land, through a trustee, to her husband, upon which he obtained a loan six months later, and the title remained in him from that time on for nearly seven years, and it appears that she deliberately transferred the title with the intention that he should procure a loan when he found an opportunity, and mortgage it as his own, one who is not shown by clear and satisfactory evidence to have had knowledge that the conveyance was a contrivance to evade the statute, she is not to be held liable for the loan. 1570. Geo. E. Theekstun vs. B. & O. Railway Company. Clark C. Affirmed. Elliott, J.—No question as to the amount of recovery. Judgment for plaintiff.

1580. James Long et al. vs. Patrick Crosson, et al. C. Affirmed. Mitchell, J.—When a wife conveys land, through a trustee, to her husband, upon which he obtained a loan six months later, and the title remained in him from that time on for nearly seven years, and it appears that she deliberately transferred the title with the intention that he should procure a loan when he found an opportunity, and mortgage it as his own, one who is not shown by clear and satisfactory evidence to have had knowledge that the conveyance was a contrivance to evade the statute, she is not to be held liable for the loan. 1570. Geo. E. Theekstun vs. B. & O. Railway Company. Clark C. Affirmed. Elliott, J.—No question as to the amount of recovery. Judgment for plaintiff.

1590. Simon D. Hostetler vs. Lafayette Amman, Montgomery C. C. Rehearing denied.

1633. Geo. Russell vs. Hubert P. Kelley. Tipton C. C. Affirmed. Elliott, J.—No question as to the amount of recovery. Judgment for plaintiff.

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A JEWELER WRITES:

MESSRS. PROCTER & GAMBLE, Cincinnati, Ohio.

Gentlemen:—I think your "Ivory Soap" is about as nice and convenient a thing as I have ever tried to clean jewelry. I have frequently cleaned up soiled necklaces, watch-guards and other similar articles by making a stiff lather in my hands, then thoroughly saturate the article I want cleaned, rubbing it gently in the palms of my hands, rinsing in cold, soft water, and drying in dry sawdust. For a convenient and effective article for household use I don't think it can be beat. I don't think it would have any injurious effects on any thing except, perhaps, pearls or foil-back goods. If carefully handled, the goods come out looking nearly as bright as when cleaned by the best preparations known to the trade, and it is something perfectly safe in the hands of inexperienced persons, and convenient to have about. I find it so good I think it deserves mention, hence this letter.

A WORD OF WARNING.

There are many white soaps, each represented to be "just as good as the Ivory," they ARE NOT, but like all counterfeits, lack the peculiar and remarkable qualities of the genuine. Ask for "Ivory" Soap and insist upon getting it.

Copyright, 1886, by Procter & Gamble.

DIED.

JORDAN, William F. Tuesday, May 8, at 2 o'clock P. M., after a lingering illness, aged 59 years and 6 months. Funeral from his residence, 139 South Olive street, Sunday afternoon, at 2 o'clock.

WANTED-AGENTS.

AGENTS wanted on salary. \$75 per month and expenses per active man or woman. Salary paid promptly and expenses in advance. Full particulars and sample list of what we sell, what we want, and what we can do, send to us at once. STANDARD SILVERWARE CO., Boston, Mass.

WANTED-AGENTS FOR THE NEW PATENT.

WANTED-AGENTS FOR THE NEW PATENT. Highest award silver medal. Cincinnati, Ohio. We are now in the safe pool. Exclusive territory given. ALPINE SAFE CO., Cincinnati, O.

WANTED-MALE HELP.

WANTED-A good man to sell Anthracite Coal on commission. Reference required. Address: X. Y. Z., care Journal office.

WANTED-SOLICITORS-Salary \$50 per month.

WANTED-SOLICITORS-Salary \$50 per month. Must be able to sell. Permanent position. No salary until successful. Address: X. Y. Z., care Journal office.

SALESMEN-WISH A FEW MEN TO SELL.

SALESMEN-WISH A FEW MEN TO SELL. Good goods to sell. Large territory. In our line. Close to 2000 stamps. Wages \$5 per day. Permanent position. No salary until successful. Address: X. Y. Z., care Journal office.

WANTED-MISCELLANEOUS.

WANTED-MISCELLANEOUS. In a first-class retail mercantile business, no better location for business. In a splendid chance. Address: X. Y. Z., care Journal office.

FOR SALE-REAL ESTATE.

FOR SALE-REAL ESTATE. In the shape of real estate you wish to sell. See him before you buy. 78 East Market street.

FOR SALE-REAL ESTATE—3000 ft. on North Illinois street, near Walnut st., \$5,500. J. S. CRUSE, 42 East Main street.

FOR SALE-REAL ESTATE—Meridian street lot, 100 ft. wide, 100 ft. deep, near Walnut st., \$5,500. J. S. CRUSE, 42 East Main street.

FOR SALE-REAL ESTATE—We have a beautiful lot on Central avenue, near Lincoln, we are ready to sell at a bargain. C. F. BAYLES, 75 E. Market st.

FOR SALE-REAL ESTATE—300 North Alabama street, 3 rooms and stable, corner property, owned by non-resident. We are instructed to sell at once early action required to secure this bargain. C. F. BAYLES, 75 E. Market st.

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BUSINESS DIRECTORY.

ATKINS E. C. & CO., manufacturers and CUT,